

# Attachment 9

**De:** Machado, Carlos (MIA-SUGAR) [mailto:[Carlos.Machado@mansugar.com](mailto:Carlos.Machado@mansugar.com)]  
**Enviada em:** quinta-feira, 7 de fevereiro de 2008 16:42  
**Para:** Marcos Bruno Daniel  
**Cc:** Alper, Elizabeth (MIA-SUGAR); ASKEW, Richard (LDN Corporate); RODRIGUES, Bernardo (LDN Sugar); McGregor, Alberto (MIA-SUGAR)  
**Assunto:** PAYMENT MV TINA LITRICO

Dear Marcos:

Thank you for your email today. We are certainly not aware that the debt owed by ED&F Man Commodity Advicers Limited (MCA) is disputed. Our position quite simply is that we have exercised legitimate the right to set-off following the assignment to us of part of your company's indebtedness to MCA. We understand that these steps might not have been necessary had your company responded to invitations to discuss the outstanding position with MCA. In the light of the above, we believe that we have fulfilled our obligation to you under the contract and no further payment is due. We note that with regard to other contracts, you will continue to perform in accordance with their terms. We shall do likewise.

Sincerely,

Carlos E. Machado

Controller

ED&F Man Sugar Inc.

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**From:** Marcos Bruno Daniel [mailto:[marcos.bruno@safluxo.com.br](mailto:marcos.bruno@safluxo.com.br)]  
**Sent:** Thu 2/7/2008 7:49 AM  
**To:** McGregor, Alberto (MIA-SUGAR); Machado, Carlos (MIA-SUGAR)  
**Cc:** Alper, Elizabeth (MIA-SUGAR); ASKEW, Richard (LDN Corporate); RODRIGUES, Bernardo (LDN Sugar)  
**Subject:** PAYMENT MV TINA LITRICO

**To ED&F Man Sugar Inc.**

Case 1:08-cv-00356-WDQ Document 2-9 Filed 02/08/08 Page 3 of 3

**CONTRACT P01688.000 DATED 7 JANUARY 2008**

**M.V. "TINA LITRICO"**

We refer to the above contract and to our email of yesterday, in which we made it clear that: (i) we do not recognise the validity and/or effectiveness of the purported assignment to you of sums alleged to be due to ED&F Man Commodity Advisers Limited, London, in equity or otherwise; and (ii) the alleged debt owed to ED&F Man Commodity Advisers Limited is disputed, as you and they are well aware.

Your failure to effect payment of the full price for the goods shipped on the above vessel is a clear breach of the above contract and, unless you immediately either, (i) confirm that full payment will be made or (ii) return the shipping documents to us, we shall take all necessary action against you.

All our rights remain fully reserved.

Best Regards

Marcos Bruno Daniel

Commercial Director

S/A Fluxo Com. Ass. Internacional

Phone: 55-11-2177.20.10

FAx: 55-11-3167.01.74

[www.safluxo.com.br](http://www.safluxo.com.br)

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Please note that we have recently moved. Our new address is 2525 Ponce De Leon Blvd. Suite 1200, Coral Gables, FL 33134.  
Main: (786) 279-7320; Fax: (786) 279-7324

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